

**DRAFT SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND KEYSER MARSTON ASSOCIATES, INC.,
FOR SERVICES RELATIVE TO THE DOWNTOWN REDEVELOPMENT PROJECT**

This Second Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KEYSER MARSTON ASSOCIATES, INC., a California corporation ("CONSULTANT").

WHEREAS, on July 1, 2003, the parties entered into an Agreement whereby CONSULTANT would provide marketing, financial, economic and disposition advisory services in relation to the Downtown Redevelopment Project; and

WHEREAS, on November 19, 2003, the parties agreed to amend the Agreement by increasing the total compensation to an amount not-to-exceed Ninety Nine Thousand and no/100 Dollars (\$99,000.00); and

WHEREAS, the parties now agree that a Second Amendment to the Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT AMENDMENT.

Section 4. Compensation - Replace the amended section with the following:

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "B" attached and incorporated by reference. Total compensation shall not exceed One Hundred Thirty Four Thousand and no/100 Dollars (\$134,000.00). CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B".

IN WITNESS WHEREOF, the parties have executed this Second Agreement Amendment.

ATTEST: CITY OF SUNNYVALE ("CITY")

By _____	By _____
City Clerk	City Manager

APPROVED AS TO FORM: KEYSER MARSTON ASSOC., INC.("CONSULTANT")

By _____	By _____
City Attorney	Name/Title _____
	By _____
	Name/Title _____